

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Land Acquisition for the Markham Water Treatment Plant Expansion Project (CIP # 216701)

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Stan Hunsinger

EXT: 5253

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Contract for Sale and Purchase of Land for vacant lots 83 and 84 of Parcel # 31-19-30-502-0000-0770, owned by Torben and Rebecca Abbott, 118 Crown Oaks Way, Longwood, FL 32779 for a purchase price of \$94,000.00, to be used as part of the Markham Water Treatment Plant Expansion Project (CIP # 216701).

District 5 Brenda Carey

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BACKGROUND:

Environmental Services and their engineering consultant have identified several adjacent properties as potential acquisition properties for the Markham Water Treatment Plant Expansion Project (CIP # 216701). During the negotiations with the adjacent property owners, staff and the County's Acquisition Consultant (PBS&J) have successfully negotiated with Torben and Rebecca Abbott to acquire lots 83 and 84 of Parcel # 31-19-30-502-0000-0770 in the amount of \$94,000.

Lots 83 and 84 of Parcel # 31-19-30-502-0000-0770 were appraised by Clayton, Roper and Marshall, Inc. on September 15, 2008, with an appraised value of \$85,000

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Contract for Sale and Purchase of Land for vacant lots 83 and 84 of Parcel # 31-19-30-502-0000-0770, owned by Torben and Rebecca Abbott, 118 Crown Oaks Way, Longwood, FL 32779, for a purchase price of \$94,000.00, to be used as part of the Markham Water Treatment Plant Expansion Project (CIP # 216701).

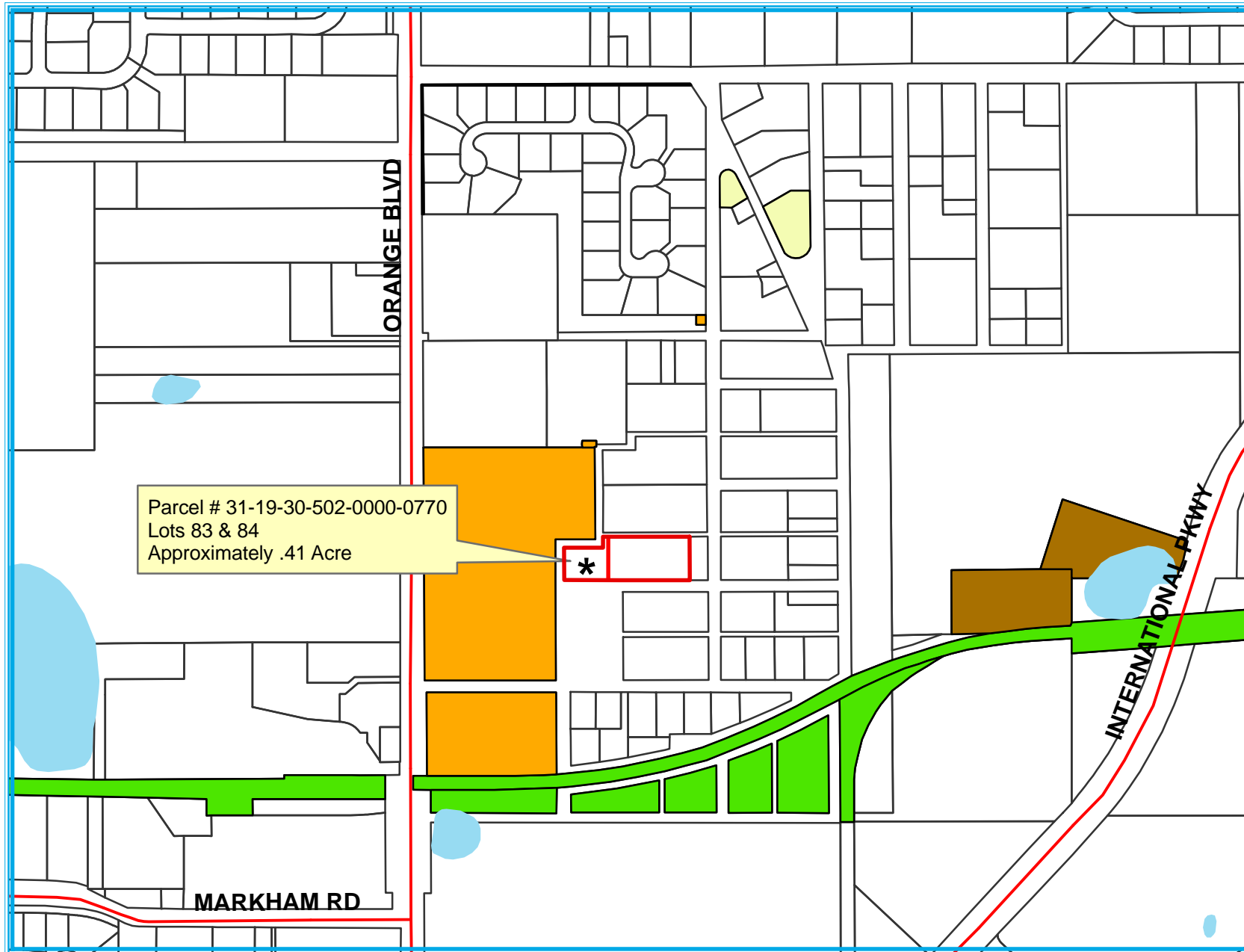
ATTACHMENTS:

1. Maps and Aerials
2. Agreement

Additionally Reviewed By:

- ☐ Budget Review (Karen Huffman, Lisa Spriggs)
- ☐ County Attorney Review (Matthew Minter)

GIS Map of Property Owned By Torben and Rebecca Abbott



CONTRACT FOR SALE AND PURCHASE OF LAND

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **TORBEN ABBOTT** and **REBECCA ABBOTT**, husband and wife, whose address is 118 Crown Oaks Way, Longwood, Florida 32779, hereinafter referred to as "SELLERS", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "PURCHASER".

SECTION 1. SALE. SELLERS agree to sell and PURCHASER agrees to purchase the following described real estate along with its appurtenances, located in the County of Seminole, State of Florida, the legal description and parcel identification number for which is as follows:

Lots 83 and 84 of Parcel #31-19-30-502-0000-0770
LOTS 83 AND 84, TOWN OF SYLVAN LAKE, PLAT BOOK 2, PAGE
69, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SECTION 2. PURCHASE PRICE AND METHOD OF PAYMENT. The purchase price is NINETY-FOUR THOUSAND AND NO/100 DOLLARS (\$94,000.00), payable to SELLERS in cash or by certified funds at closing.

SECTION 3. TITLE INSURANCE. PURCHASER may purchase an owner's title insurance policy insuring PURCHASER to the full amount of the purchase price against loss or damage by reason of defect in the title of SELLERS in the above described premises or by reason of prior liens not assumed by PURCHASER under this Contract.

SECTION 4. DEED. SELLERS agree, on full payment of the purchase price of NINETY-FOUR THOUSAND AND NO/100 DOLLARS (\$94,000.00), to

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Sellers Initials

make, execute and deliver to PURCHASER a Warranty Deed to the premises.

SECTION 5. CLOSING/COSTS. Closing will take place in the office of the PURCHASER's Closing Agent no later than thirty (30) days after approval of the Contract by the Board of County Commissioners (BCC). All closing costs shall be paid by the SELLERS, except that the PURCHASER shall be responsible for PURCHASER's own attorney's fees. The aforementioned costs shall be withheld by the PURCHASER's Closing Agent from the proceeds of this sale and paid to the proper authority on behalf of the SELLERS. The SELLERS covenant that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the SELLERS. At the closing, SELLERS will provide PURCHASER with the Warranty Deed to the premises and PURCHASER shall provide the SELLERS with payment of the full purchase price.

SECTION 6. ENVIRONMENTAL AUDIT. Prior to closing, the PURCHASER shall obtain a Phase 1 environmental site assessment of the premises. In the event that assessment indicates that a Phase 2 environmental assessment is required, the PURCHASER may, at its sole option, terminate this Agreement without penalty or delay closing until such time as the environmental assessments are acceptable to PURCHASER.

SECTION 7. SELLERS' INDEMNIFICATION. The SELLERS agree to indemnify and hold harmless the PURCHASER, its officers, employees and agents from any and all claims, losses, damages, or lawsuits for

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damages arising out of the SELLERS' occupation and/or use of the property, whenever said claim may arise.

SECTION 8. ASSIGNATION. This Contract shall not be assignable.

SECTION 9. SELLERS' WARRANTY. SELLERS warrant that there are no facts known to SELLERS materially affecting the value of the property which have not been disclosed to PURCHASER.

SECTION 10. APPROVAL DATE. In the event that approval of the contract by the Board of County Commissioners (BCC) does not take place within 60 days of SELLER'S signing of agreement, the SELLER may at its sole option, terminate this agreement without penalty. *RA*



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IN WITNESS WHEREOF, the parties hereto have made and executed
this instrument on the date above stated.

SELLERS

[Signature]
Witness JOSHUA COOK
Print Name
Russell Matthews
Witness
Russell Matthews
Print Name

By: Torben Abbott
TORBEN ABBOTT

Date: 8/29/08

Chris J. Franz
Witness
CHRIS J. FRANZ
Print Name
Simone Franz
Witness
Simone Franz
Print Name

By: Rebecca Abbott
REBECCA ABBOTT

Date: 9/1/08



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AEC/sjs
8/11/08

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